

MEMORANDUM

Agenda Item No. 10(A)(1)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: May 3, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution authorizing the County Mayor to receive and expend \$125,000.00 from the City of Miami Beach and \$50,000.00 from Bal Harbour Village, to execute agreements with the City of Miami Beach and Bal Harbour Village for Fiscal Year 2021-22, and to exercise all provisions contained therein; awarding funding to and authorizing the County Mayor to execute sub-grant agreements in the amounts up to \$125,000.00 and \$50,000.00 with New Hope CORPS, Inc., a Florida nonprofit corporation and a service provider, and Chapman Partnership, Inc., a Florida nonprofit corporation and a service provider, respectively, for the purpose of providing housing and supportive services for households experiencing homelessness, and to exercise amendment, modification, renewal and termination clauses contained therein; waiving Resolution No. R-130-06; and authorizing the County Mayor to receive and expend additional funds as they may become available for the purposes set forth herein

The accompanying resolution was prepared by the Homeless Trust Department and placed on the agenda at the request of Prime Sponsor Commissioner Eileen Higgins.



Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum



Date: May 3, 2022

To: Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor *Daniella Levine Cava*

Subject: Grant Agreements for Housing and Supportive Services for Households Experiencing Homelessness

Recommendation

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution to:

1. Authorize the County Mayor or County Mayor’s designee to receive and expend \$125,000.00 from the City of Miami Beach (“Miami Beach”) and \$50,000.00 from the Bal Harbour Village (“Bal Harbour”) for Fiscal Year 2021-22;
2. Authorize the County Mayor or County Mayor’s designee to execute agreements with Miami Beach and Bal Harbour, subject to the County Attorney’s approval, and to exercise all provisions contained in such agreements, including termination and indemnity provisions;
3. Award funds in an amount up to \$125,000.00 to New Hope CORPS, Inc., a Florida not for profit corporation and a service provider (“New Hope”), and up to \$50,000.00 to Chapman Partnership, Inc., a Florida not for profit corporation and a service provider (“Chapman”) (collectively the “providers”) for the purpose of providing housing to and supportive services for homeless households;
4. Authorize the County Mayor or County Mayor’s designee to execute sub-grant agreements with the providers, subject to the County Attorney’s Office’s approval, and to exercise amendments, modifications, cancellation, and termination clauses contained in such sub-grant agreements;
5. Waive the requirements of Resolution No. R-130-06, which requires the contract to be signed by non-County parties. Given the short timeline, it is in the best interest of the County to waive the requirements of Resolution No. R-130-06 related to the sub-grant agreements with the providers; and
6. Authorize the County Mayor or County Mayor’s designee to receive and expend additional funds as they may become available for the purposes set forth herein.

Scope

The funding from Bal Harbour will provide housing and supportive services Countywide through Chapman Partnership. The funding from Miami Beach will provide housing and supportive

services through New Hope CORPS, Inc. to persons experiencing homelessness in Miami Beach, which is located in County Commission District 5, represented by Commissioner Eileen Higgins.

Delegation of Authority

This item delegates to the County Mayor or County Mayor’s designee the authority to (1) receive and expend funds in an amount up to \$125,000.00 from the City of Miami Beach and up to \$50,000.00 from Bal Harbour Village for housing and services for persons experiencing homelessness, including additional funds should they become available; (2) execute agreements with Miami Beach and Bal Harbour, and to exercise all provisions contained therein, including termination and indemnification provisions and (3) execute sub-grant agreements with the providers, and exercise amendment, renewal, termination, cancellation and modification clauses of any agreement entered into pursuant to this resolution.

Fiscal Impact/Funding Source

Miami Beach allocated \$125,000.00 and Bal Harbour allocated \$50,000.00 to the Miami-Dade County Homeless Trust (“Homeless Trust”) for FY 2021-2022 for the provision of homeless housing and supportive services. Funding is for one year with a total amount not to exceed \$175,000.00. In addition, the agreement with the City of Miami Beach requires the County to indemnify and hold harmless the City.

Track/Record/Monitor

The Homeless Trust’s Executive Director, Victoria Mallette, will be responsible for overseeing the grants awarded to non-profit service providers.

Background

As part of their annual budget processes, Miami Beach and Bal Harbour allocated \$125,000.00 and \$50,000.00, respectively, to the Homeless Trust to provide homeless housing and services to persons experiencing homelessness. Miami Beach and Bal Harbour are currently exempt from the one percent Food and Beverage Tax.

If approved by the Board, \$125,000.00 in funding from Miami Beach will be allocated through a sub-grant agreement to New Hope CORPS, Inc. to provide housing navigation and provide hostel placements for persons experiencing homelessness employed in Miami Beach.

Additionally, \$50,000.00 in funding from Bal Harbour will be used to provide Rapid Rehousing countywide for individuals and/or families experiencing homelessness.

In order to provide the County Mayor or County Mayor’s designee sufficient time to finalize sub-grant agreements with the housing and services agencies and ensure housing and service delivery and/or continuation of housing and services without interruption, the Trust is seeking a waiver of Resolution No. R-130-06, which requires all contracts to be fully negotiated and signed by all non-County parties.

Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners
Page No. 3

This Bal Harbour/Chapman Partnership item was reviewed and approved by the Homeless Trust Board on December 17, 2021 and the Miami Beach/New Hope CORPS item was approved by the Homeless Trust Board on March 25, 2022.




Morris Copeland
Chief Community Services Officer



MEMORANDUM
(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: May 3, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 10(A)(1)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 10(A)(1)
5-3-22

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO RECEIVE AND EXPEND \$125,000.00 FROM THE CITY OF MIAMI BEACH AND \$50,000.00 FROM BAL HARBOUR VILLAGE, TO EXECUTE AGREEMENTS WITH THE CITY OF MIAMI BEACH AND BAL HARBOUR VILLAGE FOR FISCAL YEAR 2021-22, AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN; AWARDED FUNDING TO AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE SUB-GRANT AGREEMENTS IN THE AMOUNTS UP TO \$125,000.00 AND \$50,000.00 WITH NEW HOPE CORPS, INC., A FLORIDA NONPROFIT CORPORATION AND A SERVICE PROVIDER, AND CHAPMAN PARTNERSHIP, INC., A FLORIDA NONPROFIT CORPORATION AND A SERVICE PROVIDER, RESPECTIVELY, FOR THE PURPOSE OF PROVIDING HOUSING AND SUPPORTIVE SERVICES FOR HOUSEHOLDS EXPERIENCING HOMELESSNESS, AND TO EXERCISE AMENDMENT, MODIFICATION, RENEWAL AND TERMINATION CLAUSES CONTAINED THEREIN; WAIVING RESOLUTION NO. R-130-06; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO RECEIVE AND EXPEND ADDITIONAL FUNDS AS THEY MAY BECOME AVAILABLE FOR THE PURPOSES SET FORTH HEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Authorizes the County Mayor or County Mayor’s designee to receive and expend funds in the amount of \$125,000.00 awarded by the City of Miami Beach (“Miami Beach”) and \$50,000.00 awarded by Bal Harbour Village (“Bal Harbour”) for Fiscal Year 2021-

22. This Board further authorizes the County Mayor or County Mayor's designee to execute agreements with Miami Beach and Bal Harbour, in substantially the forms attached hereto as Exhibits "A" and "B" and incorporated herein by reference, subject to the County Attorney's approval. This Board also authorizes the County Mayor or County Mayor's designee to exercise all provisions contained in such agreements, including termination and indemnity provisions.

Section 2. Awards funds in an amount up to \$125,000.00 to New Hope CORPS, Inc., a Florida nonprofit corporation and a service provider, and up to \$50,000.00 to Chapman Partnership, Inc., a Florida nonprofit corporation and a service provider (collectively the "providers") for the purpose of providing housing to and supportive services for persons experiencing homelessness. This Board further authorizes the County Mayor or County Mayor's designee to execute sub-grant agreements with the providers, in substantially the form attached hereto as Exhibit "C" and incorporated by reference, after approval by the County Attorney's Office. This Board also authorizes the County Mayor or County Mayor's designee to exercise amendments, modifications, cancellation, and termination clauses contained in such sub-grant agreements.

Section 3. This Board further waives the requirements of Resolution No. R-130-06 for the reasons stated in the accompanying memorandum.

Section 4. Authorizes the County Mayor or County Mayor's designee to receive and expend additional funds as they may become available for the purposes set forth herein.

The foregoing resolution was offered by Commissioner _____,
who moved its adoption. The motion was seconded by Commissioner _____
and upon being put to a vote, the vote was as follows:

Jose "Pepe" Diaz, Chairman
Oliver G. Gilbert, III, Vice-Chairman
Sen. René García
Sally A. Heyman
Eileen Higgins
Kionne L. McGhee
Raquel A. Regalado
Sen. Javier D. Souto
Keon Hardemon
Danielle Cohen Higgins
Joe A. Martinez
Jean Monestime
Rebeca Sosa

The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of May, 2022. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as to
form and legal sufficiency.



Shannon D. Summerset-Williams

MIAMI BEACH

CITY OF MIAMI BEACH FISCAL YEAR 2021-2022 GRANT AGREEMENT

PROJECT No.: 2022-CMB---

This GRANT AGREEMENT is made and entered into this _____ day of _____, 20 ____ by and between the **CITY OF MIAMI BEACH, FLORIDA** (hereinafter the "City"), and **MIAMI-DADE COUNTY HOMELESS TRUST**, an agency and instrumentality of Miami-Dade County, Florida (hereinafter the "Grantee"). This Agreement is effective October 1, 2021, the "Effective Date."

ARTICLE I / GRANT DESCRIPTION

GRANTEE:	Miami-Dade County Homeless Trust
GRANTEE CONTRACT ADMINISTRATOR:	Victoria Mallette, Executive Director
ADDRESS:	111 NW 1 st Street, Suite 27-310
CITY, STATE, ZIP:	Miami Beach, Florida 33141
PHONE, FAX, E-MAIL:	305-375-1490, 305-375-2722, victoria.mallette@miamidade.gov
GRANT AMOUNT:	\$125,000
PROJECT DESCRIPTION:	See Exhibit 1 hereto
GRANT PROJECT BUDGET:	See Exhibit 2 hereto
GRANT TERM:	October 1, 2021 – September 30, 2022
EXPENDITURE DEADLINE:	September 30, 2022
PROJECT COMPLETION DATE:	September 30, 2022
FINAL REPORT DEADLINE:	October 15, 2022
FINAL REIMBURSEMENT REQUEST DEADLINE:	October 15, 2022

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

FOR CITY:

City of Miami Beach, Florida

ATTEST:

By: _____
Rafael E. Granado, City Clerk

Alina T. Hudak, City Manager

Date

FOR GRANTEE:

Miami-Dade County Homeless Trust
Federal ID# _____

ATTEST:

By: _____


Authorized Signature

Print Name and Title

Print Name and Title

Date

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney

03/02/22

Date

ARTICLE II / GENERAL CONDITIONS

1. **PARTIES:** The parties to this Agreement are the Grantee listed in Article I, and the City, a municipal corporation organized under the laws of the State of Florida. The City has delegated the responsibility of administering this Grant to the City Manager or the City Manager's authorized designee (the "Contract Administrator").

2. **PROJECT DESCRIPTION:** The Grantee may only use the Grant for the purposes that are specifically described in the Project Description, attached hereto as Exhibit 1. Any modification to Exhibit 1, Project Description, shall not be effective unless approved by a written amendment to this Agreement signed by the City and Grantee. Grantee agrees that all funding provided by the City pursuant to this Agreement will be used exclusively for goods or services to be provided within the City of Miami Beach.

3. **GRANT PROJECT BUDGET:** Subject to the availability of City funds, the maximum amount payable to Grantee for goods or services rendered under this Agreement shall not exceed the Grant Amount as set forth in Article I of this Agreement. Grantee agrees that should available City funding be reduced, the amount payable under this Agreement will be reduced at the sole option of the City of Miami Beach. All of the grantee's expenditures are subject to the terms of this Agreement, and as specified in the Grant Project Budget, attached hereto as Exhibit 2. Any modification to Exhibit 2, Project Budget, shall not be effective unless approved, in writing, by the City and Grantee. Notwithstanding the foregoing, no modification to the project budget shall exceed the Grant Amount set forth in Article I of this Agreement. Any request by Grantee to modify Exhibit 2, Project Budget, shall be made in writing, using City approved forms, detailing and justifying the need for such changes.

4. **REPORTS:** This Grant has been awarded with the understanding that the activities and services contemplated under the Project Description will mutually contribute to the enhancement of services available to City residents, businesses, and visitors. As a condition of disbursements of grant funds, and to demonstrate that the Grant is fulfilling, or has fulfilled, its purpose, the Grantee must submit quarterly reports to the Contract Administrator by the following dates: January 15th, April 15th, July 15th, and the final report by October 15th.

New Grant awards will not be released to the Grantee until all Final Reports for previously awarded grants are received. The City may withhold any future payments of the Grant, or the award of any subsequent Grant, if it has not received all reports required to be submitted by Grantee, or if such reports do not meet the City's reporting requirements. Any reports may be disseminated by the City without the prior written consent of the Grantee. All quarterly reports must be submitted on Exhibit 3, the Grant Quarterly Status Report Form, detailing Grantee's compliance at the time of a partial reimbursement request.

5. **REIMBURSEMENT REQUESTS:** Reimbursement requests may be submitted to the City at any time during the Grant Term. All reimbursement requests must be made after expenditures have

occurred. All reimbursement requests for funds must be submitted on Exhibit 4, Grant Reimbursement Request Form. All reimbursement requests must be submitted prior to October 15, 2022. Grantee shall provide the City with copies of all receipts, invoices, cancelled checks (with copies of both front of back) and proof of expenditures of Grant monies. Grantee shall provide the City with and shall categorize all receipts, invoices, cancelled checks, and other documentation, according to the categories set forth in the grant budget. Invoices and checks must be directly related to expenses for Grant-funded activities taking place within the 2021-22 Fiscal Year.

For the initial term and any annual renewal term thereafter, Grantee shall receive an initial draw, in the amount of \$20,000 ("Initial Draw") on or before December 15th, subject to Grantee submitting the corresponding Funding Package within ten (10) days following the month in which expenses for the service covered by the Initial Draw were expended.

Except with respect to the Initial Draw, payment draws requested in connection with the Grant specified in Article 1-2 shall be made on a monthly basis, on a reimbursement basis, pursuant to the terms and conditions set forth herein. In connection with a monthly reimbursement request, Grantee shall submit a complete and accurate Funding Package, as more particularly described in Section 4 of Exhibit "1" ("Project Description"). Grantee shall submit the required Funding Package by the tenth (10) day of the following month in which expenses were incurred. The City will process reimbursement requests within thirty (30) days of receipt of the complete and accurate Funding Package.

6. **AMOUNT OF GRANT AND PAYMENT SCHEDULE:** The total amount of the Grant is set forth in Article I, subject to the restrictions set forth herein. In awarding this Grant, the City assumes no obligation to provide financial support of any type whatsoever in excess of the total Grant amount. Cost overruns are the sole principal responsibility of the Grantee. The Grant funds will only be remitted to the Grantee once the Mayor and City Commission have approved the grant award, and once all parties have executed this Agreement.

7. **GRANT RESTRICTIONS:** Grant funds awarded pursuant to this Agreement may not be used for the following expenditures: remuneration of City employees for services rendered as part of a project funded by this Grant; debt reduction; social and/or fundraising events; cash prizes; lobbying or propaganda materials; charitable contributions; or events not open to the public.

8. **NO GUARANTEE OF FUNDING:** The grantee acknowledges that the receipt of this grant does not imply a commitment on behalf of the City to continue or provide funding beyond the terms specified in this Agreement.

9. **PROGRAM MONITORING AND EVALUATION:** The City Manager or the City Manager's designee may monitor and conduct an evaluation of the Project under this Grant, which may include, with or without limitation, visits by City representatives to Grantee's offices and/or the site of any project

funded by this Grant, to observe Grantee's programs, procedures, and operations, or to discuss the Grantee's programs with Grantee's personnel; and/or requests for submittal of additional documentation or written reports, prior to the Project completion date, evidencing Grantee's progress on the Project.

10. **BANK ACCOUNTS AND BONDING:** Grantee shall maintain all monies received pursuant to this Agreement in an account with a bank or savings and loan association that is located in Miami-Dade County. The Grantee shall provide the City with the name of the bank or savings and loan association, as well as the name and title of all individuals authorized to withdraw or write checks on Grant Funds.

11. **ACCOUNTING AND FINANCIAL REVIEW:** Funded activities by this Grant must take place during the City's fiscal year for which the Grant is approved (October 1 – September 30). The Grantee shall keep accurate and complete books and records of all receipts and expenditures of Grant funds, in conformance with reasonable accounting standards. These books and records, as well as all documents pertaining to payments received and made in conjunction with this Grant, including, without limitation, vouchers, bills, invoices, receipts and canceled checks, shall be dated within the fiscal year for which they are approved and retained in Miami-Dade County in a secure place and in an orderly fashion by the Grantee for at least three (3) years after the Expenditure Deadline specified in in this Agreement. These books, records, and documents may be examined by the City, and/or its authorized representatives, at the Grantee's offices during regular business hours and upon reasonable notice. Furthermore, the City may, at its expense, audit or have audited, all the financial records of the Grantee, whether or not purported to be related to this Grant.

Grantee costs or earnings claimed under this Agreement may not also be claimed under any other Agreement from the City of Miami Beach or from any other entity. Any claim for double payment by Grantee shall be a material breach of this Agreement.

12. **INSPECTOR GENERAL AUDIT RIGHTS:**

A. Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform reviews, audits, inspections and investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.

B. The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present and proposed City programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on time, within budget and in conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal)

submittals, activities of the Grantee , its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption. Pursuant to Section 2-378 of the City Code, the City is allocating a percentage of its overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.

C. Upon ten (10) days written notice to the Grantee, the Grantee shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Grantee, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.

D. The Inspector General shall have the right to inspect and copy all documents and records in the Grantee's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

E. The Grantee shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this contract, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:

- i. If this contract is completely or partially terminated, the Grantee shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
- ii. The Grantee shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

F. The provisions in this section shall apply to the Grantee, its officers, agents, employees, subcontractors and suppliers. The Grantee shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Grantee in connection with the performance of this contract.

G. Nothing in this section shall impair any independent right to the City to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by the Grantee or third parties.

13. **PUBLICITY AND CREDITS**: The Grantee must include the City logo and the following credit line in all publications related to this Grant: **“This Project is funded in whole or in part by a grant from the City of Miami Beach.”** Grantee’s failure to comply with this paragraph may preclude future grant funding from the City, in the same manner as if Grantee defaulted under this Agreement.

14. **LIABILITY AND INDEMNIFICATION**: Grantee shall indemnify and hold harmless the City and its officers, employees, agents, and contractors, from and against any and all actions (whether at law or in equity), claims, liabilities, losses, expenses, or damages, including, without limitation, attorneys’ fees and costs of defense, for personal, economic, or bodily injury, wrongful death, or loss of or damage to property, which the City or its officers, employees, agents and contractors may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Grantee or its officers, employees, agents, servants, partners, principals or contractors. Grantee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys’ fees which may issue thereon. Grantee expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided, shall in no way limit its obligation, as set forth herein, to indemnify, hold harmless, and defend the City or its officers, employees, agents, and contractors as herein provided.

If the Grantee is a government entity, this indemnification shall only be to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the Grantee entity shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the government entity arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Grantee entity.

15. **ASSIGNMENT**: The Grantee shall not be permitted to assign this Grant, and any purported assignment will be void, and shall be treated as an event of default pursuant to this Agreement.

16. **COMPLIANCE WITH LAWS**: The Grantee agrees to abide by and be governed by all applicable Federal, State, County and City laws, including but not limited to Miami-Dade County’s Conflict of Interest and Code of Ethics Ordinance, as amended, which is incorporated herein by

reference as if fully set forth herein, and Chapter 2, Article VII of the City Code, as amended, which is incorporated herein by reference as if fully set forth herein.

17. DEFAULT/TERMINATION PROVISIONS: In the event the Grantee shall fail to comply with any of the provisions of this Agreement, the City Manager or the City Manager's designee may terminate this Agreement and withhold or cancel all or any unpaid installments of the Grant upon giving five (5) calendar days written notice to the Grantee, and the City shall have no further obligation to the Grantee under this Agreement. Further, in the event of termination, the Grantee shall be required to immediately repay to the City all portions of the Grant which have been received by the Grantee, as of the date that the written demand is received.

Any uncommitted Grant funds which remain in the possession or under the control of the Grantee as of the date of the Expenditure Deadline specified in this Agreement become eligible for draw by the Grantee for use as the Grantee determines.

These provisions shall not waive or preclude the City from pursuing any other remedies that may be available to it under the law.

Notwithstanding the provisions of this Section, and without regard to whether City has exercised the Default provisions thereof, the City reserves the right, at its sole and absolute discretion, to discontinue funding of the Grant if it is not satisfied with the progress of the Project or the content of any required written report. In the event of discontinuation of the Grant or at the close of the Project, any unexpended Grant Funds shall be immediately returned to the City, except where the City Manager has agreed in writing to alternative use of the unused/unexpended Grant Funds.

18. INSURANCE REQUIREMENTS:

A. Verification of Coverage

Grantee shall provide the required insurance certificates, endorsements or applicable policy language effecting coverage required by this Section, as follows. All certificates of insurance and endorsements are to be received prior to any work commencing. However, failure to obtain the required coverage prior to the work beginning shall not waive the Grantee's obligation to provide them. The City of Miami Beach reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- Worker's Compensation Insurance as required by Florida Statute, Chapter 440, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

- Commercial General Liability on a comprehensive basis, including products and completed operations, contractual liability, property damage, bodily injury and personal & advertising injury combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. City of Miami Beach must be shown as an additional insured with respect to this coverage.
- Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.
- Professional Liability coverage in the amount of \$1,000,000 per claim.

B. Additional Insured Status

The City of Miami Beach must be covered as an additional insured with respect to liability arising out of work or operations performed by or on behalf of the Grantee.

C. Waiver of Subrogation

Grantee hereby grants to City of Miami Beach a waiver of any right to subrogation which any insurer of the Grantee may acquire against the City of Miami Beach by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Miami Beach has received a waiver of subrogation endorsement from the insurer.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Miami Beach Risk Management Office.

E. Special Risks or Circumstances

The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder

Certificate holder must read:

CITY OF MIAMI BEACH
 c/o HR Department/Risk Management Division
 1700 Convention Center Drive
 Miami Beach, FL 33139

F. Compliance with the foregoing requirements shall not relieve the grantee of its liability and obligation under this section or under any other section of this Agreement.

19. FLORIDA PUBLIC RECORDS LAW:

A. Grantee shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time.

B. The term "public records" shall have the meaning set forth in Section 119.011(12), which means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.

C. Pursuant to Section 119.0701 of the Florida Statutes, if the Grantee meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Grantee shall:

- i. Keep and maintain public records required by the City to perform the service;
- ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the Agreement if the Grantee does not transfer the records to the City;
- iv. Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

D. REQUEST FOR RECORDS; NONCOMPLIANCE

- i. A request to inspect or copy public records relating to the City's contract for services must

be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Consultant of the request, and the Grantee must provide the records to the City or allow the records to be inspected or copied within a reasonable time.

- ii. Grantee's failure to comply with the City's request for records shall constitute a breach of this Agreement, and the City, at its sole discretion, may: (1) unilaterally terminate the Agreement; (2) avail itself of the remedies set forth under the Agreement; and/or (3) avail itself of any available remedies at law or in equity.
- iii. A Grantee who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

E. CIVIL ACTION

- i. If a civil action is filed against a Grantee to compel production of public records relating to the City's contract for services, the court shall assess and award against the Grantee the reasonable costs of enforcement, including reasonable attorneys' fees, if:
 - a. The court determines that the Grantee unlawfully refused to comply with the public records request within a reasonable time; and
 - b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Grantee has not complied with the request, to the City and to the Grantee.
- ii. A notice complies with subparagraph (i)(b) if it is sent to the City's custodian of public records and to the Grantee at the Grantee's address listed on its contract with the City or to the Grantee's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- iii. A Grantee who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

F. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY OF MIAMI BEACH

ATTENTION: RAFAEL E. GRANADO, CITY CLERK

1700 CONVENTION CENTER DRIVE

MIAMI BEACH, FLORIDA 33139

E-MAIL: RAFAELGRANADO@MIAMIBEACHFL.GOV

PHONE: 305-673-7411

20. E-VERIFY:

A. Grantee shall comply with Section 448.095, Florida Statutes, "Employment Eligibility" ("E-Verify Statute"), as may be amended from time to time. Pursuant to the E-Verify Statute, commencing on January 1, 2021, Grantee shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees during the Term of the Agreement. Additionally, Grantee shall expressly require that any approved sub-contractor performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract Term. If Grantee enters into a contract with an approved subcontractor, the subcontractor must provide the Grantee with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Grantee shall maintain a copy of such affidavit for the duration of the subcontract or such other extended period as may be required under this Agreement.

B. TERMINATION RIGHTS.

1. If the City has a good faith belief that Grantee has knowingly violated Section 448.09(1), Florida Statutes, the City shall terminate this Agreement with Grantee for cause, and the City shall thereafter have or owe no further obligation or liability to Grantee.
2. If the City has a good faith belief that a subcontractor has knowingly violated the foregoing Subsection 20(A), but the Grantee otherwise complied with such subsection, the City will promptly notify the Grantee and order the Grantee to immediately terminate the agreement with the subcontractor. Grantee's failure to terminate a subcontractor shall be an event of default under this Agreement, entitling City to terminate the Grantee's contract for cause.
3. A contract terminated under the foregoing Subparagraphs (B)(1) or (B)(2) is not in breach of contract and may not be considered as such.
4. The City or Grantee or a subcontractor may file an action with the Circuit or County Court to challenge a termination under the foregoing Subparagraphs (B)(1) or (B)(2) no later than 20 calendar days after the date on which the contract was terminated.
5. If the City terminates the Agreement with Grantee under the foregoing Subparagraph (B)(1), Grantee may not be awarded a public contract for at least 1 year after the date of termination of this Agreement.
6. Grantee is liable for any additional costs incurred by the City as a result of the termination of this Agreement under this Section 20.

21. **NO WAIVER**: No waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of this Agreement by either party at any time shall in any way affect, limit, modify or waive either party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof.

22. **WRITTEN NOTICES**: Any notices required under this Agreement will be effective when delivered to the City in writing and addressed to the City Contract Administrator. Any notices required under this Agreement will be effective when delivered to the Grantee in writing and addressed to the Grantee Contract Administrator.

23. **CAPTIONS USED IN THIS AGREEMENT**: Captions, as used in this Agreement, are for convenience of reference only and should not be deemed or construed as in any way limiting or extending the language or provisions to which such captions may refer.

24. **CONTRACT REPRESENTS TOTAL AGREEMENT**: This contract, including its special conditions and exhibits, represents the whole and total agreement of the parties. No representations, except those contained within this agreement and its attachments, are to be considered in construing its terms. No modifications or amendments may be made to this Agreement unless made in writing signed by both parties. Any modification to the Grant Amount shall require approval by appropriate action by the Mayor and City Commission.

25. **CITY CONTRACT ADMINISTRATOR**: All contract related questions, reports and requests for reimbursements to be submitted to the City Contract Administrator listed below.

Alba Ana Tarre
Director, Office of Housing & Community Services
City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33139
Tel: 305-673-7491
Fax: 305-604-2421
Email: albatarre@miamibeachfl.gov

ARTICLE III / MISCELLANEOUS PROVISIONS

26. The Grant awarded herein is the result of a finding by the City, based on representatives,

documents, materials and other information supplied by Grantee, that the Grantee is performing a public purpose through the programs, projects, and/or services recommended for support. As such, use of Grant funds for any program component not meeting this condition will be considered a breach of the terms of this Agreement and will allow the City to seek remedies including, but not limited to, those outlined in this Grant Agreement.

27. The Grantee also accepts and agrees to comply with the following Special Conditions: The Grantee hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) prohibiting discrimination on the basis of race, color, national origin, handicap, or sex.

The Grantee hereby agrees that it will comply with City of Miami Beach Human Rights Ordinance as codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment, housing and public accommodations on account of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, or political affiliation.

The City endorses, and Grantee shall comply with, the clear mandate of the Americans with Disabilities Act of 1990 (ADA) to remove barriers, which prevents qualified individuals with disabilities from enjoying the same employment opportunities that are available to persons without disabilities.

The City also endorses the mandate of the Rehabilitation Act of 1973 and Section 504 and prohibits discrimination on the basis of disability and requires that Grant recipients provide equal access and equal opportunity and services without discrimination on the basis of any disability.

28. **GOVERNING LAW AND EXCLUSIVE VENUE:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in State court, and the U.S. District Court, Southern District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, GRANTOR AND GRANTEE EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

29. **BOARD TRAINING:** Pursuant to Resolution 2018-30552, Grantee is required to have 51% or more of its board membership complete the City's training for board members, if all three of the following apply: 1) the agency is a non-profit; 2) the agency has an annual operating budget of less than \$5 million; and, 3) the grant award is for \$25,000 or more in City funds. The Board Training must be completed within the last two years prior to the receipt of City funds.

30. **HMIS:** Participation in the Homeless Management Information System (HMIS) – The City agrees to participate in the Homeless Management Information System selected and established by

the Grantee. Participation will include, but not be limited to, input of client data upon intake, daily updates of bed availability information, as well as updates to current and prior client's records upon client contact, and maintaining current data for statistical purposes. Subrecipients of Domestic Violence Programs with heightened privacy and confidentiality concerns are required to participate in an HMIS equivalent system to include the necessary stricter privacy and confidentiality standards. The Grantee understands that it is responsible for any ongoing costs to access the HMIS system. The City agrees to abide by terms of any HMIS Agreements, which are incorporated herein by reference. Subject to the limits on its liability, as set forth in Section 768.28, Florida Statutes, the City shall be responsible for any and all liability, losses and damages arising out of its negligent or wrongful acts or omission relating to this Agreement or the HMIS system. However, nothing contained herein shall constitute a waiver by the City of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

31. **COORDINATED ENTRY**: The City shall use the centralized or coordinated assessment system established by the Continuum of Care as set forth pursuant to 24 CFR 578.7(a)(8). A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets US HUD's minimum requirements as may be applicable and the victim services provider uses that system instead in accordance with any and all applicable laws.

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EXHIBIT 1
PROJECT DESCRIPTION

BACKGROUND/DESCRIPTION OF NEED

Homelessness is a national problem with local impact. The City of Miami Beach Point-in-Time Count has identified 183 homeless persons. The city has engaged 1,222 unique individuals in FY 19/20 who self-identified as homeless.

PROGRAM DESCRIPTION

Grant funds will be used to address and reduce homelessness. The following are key Project parameters:

Beneficiaries/Participants: Homeless persons residing in the City of Miami Beach who have been identified and referred to the Grantee by the Office of Housing and Community Services' Homeless Outreach Team.

Services: The Grantee will offer the following services under this Agreement:

Hostel Placements for Homeless Persons Employed in the City (\$5,000) – This is a pilot program that will provide local-area individual bed hostel placement for single, homeless adults employed in the City of Miami Beach for whom a traditional shelter placement may adversely impact the client's employment. The City will authorize the placement and pay for the hostel expenses which would be processed internally through General Ledger entry with documentation justifying the expense provided to the Grantee.

Shared Housing Support (\$120,000) – The Grantee will hire housing navigator(s) to coordinate shared housing provided for up to 12 homeless clients. The Housing Navigator(s) will be responsible for follow-up case management and move in coordination.

Referral Sources to Project: The Grantee may accept referrals to the program from the following sources:

- (a) Miami Beach Police Marchman Program
- (b) Specialized Substance Abuse Outreach
- (c) Miami Beach Homeless Outreach Services

GRANT ACTIVITIES

Activity Name	Activity Description	Description of Service Recipients	No. Service Recipients
Hostel Placements	Placement in local-area individual bed hostels	Homeless adults employed in the City of Miami Beach for whom a traditional shelter placement may adversely impact the client's employment identified and referred to the Grantee by the Office of Housing and Community Services' Homeless Outreach Team.	Up to 25 individuals
<i>Shared Housing Support</i>	Fund housing navigator(s) position to coordinate shared housing for homeless clients.	Homeless persons who need assistance in locating and securing housing as part of their discharge planning from receiving substance abuse treatment.	Up to 12 individuals

GOALS/OUTCOMES

Outcome	Measure	Target	Reporting Deadline
Housing	Number of persons permanently housed	Up to 12 households	September 30, 2022

EXHIBIT 2
PROJECT BUDGET

Budget Line Item	Description	Project Budget
Hostel Placements	Placement in local-area individual bed hostels.	\$ 5,000
<i>Shared Housing Support</i>	Fund housing navigator(s) position to coordinate shared housing for homeless clients.	\$120,000
Total -		\$ 125,000

EXHIBIT 4
CITY OF MIAMI BEACH
GRANT REIMBURSEMENT REQUEST FORM
Part 1 of 2

CMB AGREEMENT No.:	
GRANTEE NAME:	
GRANTEE ADDRESS:	
GRANTEE CONTRACT ADMINISTRATOR:	
GRANTEE CONTRACT ADMINISTRATOR'S E-MAIL ADDRESS:	
REQUEST No.	

Amount of Assistance:	
Less Previous Total Disbursements:	
Balance Available:	
Funds Requested This Disbursement:	

Certification of Payment: I certify that the above expenses were necessary and reasonable for the maintenance and operation of our premises and in accordance with this agreement.

**Grantee
Report Prepared By:**

Name

Signature/Date

**City of Miami Beach
Report Reviewed By:**

Name

Signature/Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

BAL HARBOUR VILLAGE AND MIAMI-DADE COUNTY THROUGH THE MIAMI-DADE COUNTY HOMELESS TRUST

FOR DONATION TO MIAMI-DADE COUNTY HOMELESS TRUST

This Memorandum of Understanding ("MOU") made and entered into this _____ day of _____, 2021, by and between the Village of Bal Harbour ("Village") and Miami-Dade County through the Miami-Dade County Homeless Trust ("County") (collectively, the "Parties"), for the donation from the Village to the Miami-Dade County Homeless Trust ("Trust").

WITNESSETH

WHEREAS, the Trust organizes and directs the Miami-Dade County Homeless Plan; and

WHEREAS, the Trust's annual budget is comprised of local food and beverage proceeds which are used to leverage federal, state, and private funding, and receives no general fund dollars from the County; and

WHEREAS, recently, the County became one of only a handful of communities to effectively end veteran homelessness; and

WHEREAS, on the heels of effectively ending veterans homelessness, the County also embarked on a 100-Day Challenge to end youth homelessness, focusing on ensuring that young people are not relegated to a life in and out of systems, but quickly connected to the housing and support they need to grow and thrive; and

WHEREAS, the Village desires to donate to the Trust, joining other municipalities in the County contributing in some way to fund the efforts of the Trust; and

WHEREAS, the Village will work with the Trust to ensure the donation is allocated to where it will have the best and most appropriate impact and benefit.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained therein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted, under seal, by and between the Parties to this MOU, as follows:

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein by reference.
2. **Term and Termination.** This MOU shall become effective upon execution and approval by the Parties, and may be renewed annually upon approval of the Village Council, until such time as it is terminated by either Party. Either Party may terminate this MOU upon thirty (30) days' written notice to the other Party.

3. **Agreement.** The Village agrees to donate \$50,000 to the Miami-Dade County Homeless Trust from the Village's Resort Tax Fund Balance, on an annual basis subject to Village Council approval. The Parties will work together to ensure the donation is allocated to where it will have the best and most appropriate impact and benefit
4. **Notice.** All notices required or permitted to be given under this MOU shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, addressed as follows:

For Bal Harbour Village:

Bal Harbour Village
Attention: Jorge Gonzalez, Village Manager
655 96th Street
Bal Harbour Village, Florida 33154

With a Copy To:

Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 E. Broward Blvd., Suite 1900
Fort Lauderdale, Florida 33301

For Miami-Dade County Homeless Trust:

Victoria L. Mallette
Executive Director
111 NW 1st Street, 27th Floor
Miami, FL 33128

5. **Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the State of Florida, and venue for any dispute or litigation shall be in Miami-Dade County, Florida.
6. **Counterparts.** This MOU may be executed in counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
7. **No Agency or Partnership.** Nothing contained in this MOU shall constitute Bal Harbour Village as a joint venturer, partner, or agent of the Trust, or render Bal Harbour liable for any debts, obligations, acts, omissions, representations, or contracts of the Trust.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the day, month and year above by their duly authorized representatives.

BAL HARBOUR VILLAGE, FLORIDA

BY: _____
Dwight Danie, Village Clerk

BY: _____
Jorge M. Gonzalez, Manager

APPROVED AS TO LEGAL SUFFICIENCY:

BY: _____
Village Attorney

MIAMI-DADE COUNTY HOMELESS TRUST

BY: _____
Victoria L. Mallette, Executive Director

GRANT CONTRACT

This Grant Contract (the "Contract" or "Grant Agreement") is made and entered into as of this ____ day of _____, 20____, by and between Miami-Dade County, through the Miami-Dade County Homeless Trust, a political subdivision of the State of Florida (the "County"), having its principal office at 111 N.W. 1st Street, 27th Floor, Miami, Florida 33128 and **New Hope CORPS, Inc./FEIN#: 65-0440678**, a corporation organized and existing under the laws of the State of Florida, having its principal office at **1020 Krome Avenue, Homestead, Florida 33030** ("Provider"), states conditions and covenants for the rendering of human and social services ("Services") for the County.

WHEREAS, the Homeless Trust received \$125,000.00 from The City of Miami Beach to provide street outreach and housing services; and

WHEREAS, the Provider provides or will develop social services of value to the County and has demonstrated an ability or desire to provide these services; and

WHEREAS, the County is authorized to subcontract for the provision of outreach and housing services for individuals and families who are homeless in Miami-Dade County; and

WHEREAS, the Provider shall adhere to all terms and conditions imposed on the County and outlined in Attachment ____, ***City of Miami Beach Fiscal Year 2021-2022 Grant Agreement***; and

WHEREAS, this Agreement provides for certain rights and responsibilities of the County; and

WHEREAS, the Agreement provides for amendments at the discretion of the County;

NOW, THEREFORE, be it resolved, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Grant Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Agreement" "Contract" or "Contract Documents" shall mean collectively these terms and conditions, the Scope of Services (**Attachment A**) and the Budget Documents (**Attachment B**) and all other attachments hereto, as well as all amendments or budget revisions issued hereto.
- b) The words "Contract Manager" shall mean Miami-Dade County's Director of the Homeless Trust ("County") or the Director's designee, or the duly authorized representative designated to manage the Contract.
- c) The word "Days" shall mean Calendar Days, unless otherwise specifically noted.
- d) The word "Deliverables" shall mean all documentation and any items of any nature submitted by the Provider to the County for review and approval pursuant to the terms of this Contract.

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- e) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Contract Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the sole discretion of the County's Contract Manager.
- f) The words "Effective Term" shall mean the date on which this Contract is effective, including start date and end date.
- g) The words "Extra Work" or "Change Order" or "Additional Work" shall mean resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- h) "HIPAA" means Health Insurance Portability and Accountability Act of 1996.
- i) The words "Scope of Services" shall mean the document appended hereto as **Attachment A-1**, which details the work to be performed by the Provider.
- j) The word "subcontractor" or "sub consultant" shall mean any person, entity, firm or corporation, other than the employees of the Provider, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Provider and whether or not in privities of contract with the Provider.
- k) The words "Work", "Services" "Program", or "Project" shall mean all matters and things required to be done by the Provider in accordance with the provisions of this Contract.

ARTICLE 2. AMOUNT PAYABLE. Subject to available funds, the maximum amount payable for services rendered under this contract shall not exceed:

City of Miami Beach Outreach and Services Program	\$125,000.00
(\$120,000.00 Direct Services + \$5,000.00 Placement Services)	

Both parties agree that should available County funding be reduced, the amount payable under this Contract may be proportionately reduced at the sole discretion and option of the County. Availability of funding shall be determined in the County's sole discretion.

All services undertaken by the Provider before the County's execution of this Contract shall be at the Provider's risk and expense.

It is the responsibility of the Provider to maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County.

The County, at its sole discretion and approval, may allow Provider an advance of up to two (2) months once the Provider has submitted an appropriate request and submitted an invoice in the form required by the County.

ARTICLE 3. SCOPE OF SERVICES

- A.** Services. The Provider shall render services in accordance with Scope of Services incorporated herein and attached hereto as Attachment A-1. The Provider shall implement the Scope of Services as described in Attachment A-1 in a manner deemed satisfactory to the County. Any modification or amendment to the Scope of Services shall not effective until approved by the County and Provider in writing.
- B.** Reimbursement of COVID-19 Expenditures. The County is instructing Provider to undertake protective measures to prevent or mitigate the spread of COVID-19 during the period in which public officials advise that COVID-19 special measures should be taken. The County will reimburse Provider for expenses incurred in taking such protective measures during such time period. Allowable COVID-19 expenditures are set forth in Scope for COVID-19 Expenditures incorporated herein and attached hereto as Attachment A-2. The County has sole discretion to determine if expenditures were made for the purpose of preventing or mitigating the spread of COVID-19 and incurred during the period in which public officials advise that COVID-19 special measures should be taken. Total reimbursement for incurred COVID-19 costs under this Agreement shall not exceed \$ N/A without the County's prior written approval. Payment processes and documentation requirements are set forth in Attachment A-2.

ARTICLE 4. BUDGET SUMMARY

The Provider agrees that all expenditures or costs shall be made in accordance with the Budget for the provision of services in accordance with Attachment A, the "Scope of Services". The Budget is attached hereto and incorporated herein as **Attachment B**. The provider must also provide a twenty-five percent (25%) match requirement of cash or in-kind services during the grant term.

The parties agree that the Provider may, with the County's prior written approval; revise the schedule of payments or the line item budget, and such revision shall not require an amendment to this Contract.

Pursuant to Board of Miami-Dade County Commissioners Resolution 630-13, the Provider will submit a detailed project budget, and sources and uses statement as Attachment B-1, which shall be sufficiently detailed to show (i) the total project cost, (ii) the amount of funds to be used for administrative and overhead costs, (iii) whether the County funds will be 'gap' funds meaning that they would be the last remaining funds needed to ensure funding for the total project cost, (iv) any profit to be made by the Provider, and (v) the amount of funds devoted toward the provision of the desired services or activities.

The County Mayor or Mayor's designee may make unannounced, on-site visits during normal working hours to the Provider's headquarters and any location or site where the services contracted for under this Agreement are performed.

ARTICLE 5. EFFECTIVE TERM

Both parties agree that the Effective Term of this Contract shall commence on **December 1, 2021** and terminate at the close of business on **September 30, 2022**. Contingent on the existence of sufficient funding, performance and the approval of the County, this Contract may be extended at the County's sole discretion.

ARTICLE 6. INDEMNIFICATION BY PROVIDER

A. **Government Entity.** Government entity shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the government entity or its employees, agents, servants, partners, principals or subcontractors. Government entity shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28, Fla. Stat.

B. **All Other Providers.** Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

C. **Term of Indemnification.** The provisions of Article 6 shall survive the expiration or termination of this Contract.

ARTICLE 7. INSURANCE

If the total dollar value of all County contracts with the Provider exceeds \$25,000 then the following insurance coverage is required:

A. **Government Entity.** If the Provider is the State of Florida or an agency or political subdivision of the State as defined by section 768.28, Florida Statutes, the Provider shall furnish the County, upon request, written verification of liability protection in accordance with section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in section

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768.28, Florida Statutes. The provider shall also furnish the County, upon request, written verification of Workers Compensation protection in accordance with Florida Statutes, Chapter 440.

B. All Other Providers.

1. Minimum Insurance Requirements: Certificates of Insurance. The Provider shall submit to Miami-Dade County, c/o Miami Dade County Homeless Trust (COUNTY), 111 N.W. 1st Street, 27th Floor, Miami, Florida 33128-1994, original Certificate(s) of Insurance indicating that insurance coverage has been obtained which meets the requirements as outlined below:

A. All insurance certificates must list the County as "Certificate Holder" in the following manner:

Miami-Dade County
111 N.W. 1st Street, Suite 2340
Miami, Florida 33128

B. Worker's Compensation Insurance for all employees of the Provider as required by Florida Statutes, Chapter 440.

C. Commercial General Liability Insurance in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

D. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work provided under this Contract, in an amount not less than \$300,000* combined single limit per occurrence for bodily injury and property damage.

*NOTE: For Providers supplying vans or mini-buses with seating capacities of fifteen (15) passengers or more, the limit of liability required for Auto Liability is \$500,000.

E. Professional Liability Insurance in the name of the Provider, when applicable, in an amount not less than \$250,000.

F. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

1. The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County's Risk Management Division.

OR

2. The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Insurance, and must be a member of the Florida Guaranty Fund.

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- G. Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days advance written notice to the Certificate Holder.
- H. Compliance with the foregoing requirements shall not relieve the Provider of its liability and obligations under this Section or under any other section of this Contract.
- I. The County reserves the right to inspect the Provider's original insurance policies at any time during the term of this Contract.
- J. Applicability of this Article to Providers whose combined total award for all services funded under this Contract exceeds a \$25,000 threshold. In the event that the Provider whose original total combined award in less than \$25,000, but receives additional funding during the contract period which makes the total combined award exceed \$25,000, then the requirements in this Article shall apply.
- K. **Failure to Provide Certificates of Insurance.** The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the effective term of this Contract. If insurance certificates are scheduled to expire during the effective term, the Provider shall be responsible for submitting new or renewed insurance certificates to the County prior to expiration.

In the event that expired certificates are not replaced with new or renewed certificates which cover the effective term, the County may suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this Contract.

ARTICLE 8. PROOF OF LICENSURE/CERTIFICATION AND BACKGROUND SCREENING

A. Licensure. If the Provider is required by the State of Florida or Miami-Dade County or any federal, state or local law or regulation to be licensed or certified to provide the services or operate the facilities outlined in the Scope of Services (Attachment A), the Provider shall furnish to the County a copy of all required current licenses or certificates. Examples of services or operations requiring such licensure or certification include but are not limited to childcare, day care, nursing homes, and boarding homes.

If the Provider fails to furnish the County with the licenses or certificates required under this Section, the County shall not disburse any funds until it is provided with such licenses or certificates. Failure to provide the licenses or certificates within sixty (60) days of execution of this Agreement may result in termination of this Agreement at the County's discretion.

B. Background Screening. The Provider agrees to comply with all applicable federal, state and local laws, regulations, ordinances and resolutions regarding background screening of employees, volunteers and subcontractors. Provider's failure to comply with any applicable laws, regulations, ordinances and resolutions regarding background screening of employees, volunteers and

subcontractors is grounds for a material breach and termination of this contract at the sole discretion of the County.

The Provider agrees to comply with all applicable laws (including but not limited to Chapters 39, 402, 409, 394, 408, 393, 397, 984, 985 and 435, Florida Statutes, as may be amended from time to time), regulations, ordinances and resolutions, regarding background screening of those who may work or volunteer with vulnerable persons, as defined by section 435.02, Florida Statutes, as may be amended from time to time.

In the event criminal background screening is required by law, the State of Florida and/or the County, the Provider will permit only employees and subcontractors with a satisfactory national criminal background check through an appropriate screening agency (i.e., the Florida Department of Juvenile Justice, Florida Department of Law Enforcement or Federal Bureau of Investigation) to work or volunteer in direct contact with vulnerable persons.

The Provider agrees to ensure that employees, volunteers and subcontracted personnel who work with vulnerable persons satisfactorily complete and pass Level 2 background screening before working or volunteering with vulnerable persons. Provider shall furnish the County with proof that employees, volunteers and subcontracted personnel, who work with vulnerable persons, satisfactorily passed Level 2 background screening, pursuant to Chapter 435, Florida Statutes, as may be amended from time to time.

If the Provider fails to furnish to the County proof that an employee, volunteer or subcontractor's Level 2 background screening was satisfactorily passed and completed prior to that employee or subcontractor working or volunteering with a vulnerable person or vulnerable persons, the County shall not disburse any further funds and this Contract may be subject to termination at the sole discretion of the County.

ARTICLE 9. CONFLICT OF INTEREST

A. The Provider agrees to abide by and be governed by Miami-Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County), as amended, which is incorporated herein by reference as if fully set forth herein, in connection with its contract obligations hereunder.

B. No person under the employ of the County, who exercises any function or responsibilities in connection with this Contract, has at the time this Contract is entered into, or shall have during the term of this Contract, any personal financial interest, direct or indirect, in this Contract.

C. **Nepotism.** Notwithstanding the aforementioned provision, no relative of any officer, board of director, manager, or supervisor employed by the Provider shall be employed by the Provider unless the employment preceded the execution of this Contract by one (1) year. No family member of any employee may be employed by the Provider if the family member is to be employed in a direct supervisory or administrative relationship either supervisory or subordinate to the employee. The assignment of family members in the same organizational unit shall be discouraged. A conflict of interest

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in employment arises whenever an individual would otherwise have the responsibility to make, or participate actively in making decisions or recommendations relating to the employment status of another individual if the two individuals (herein sometimes called "related individuals") have one of the following relationships:

1. By blood or adoption: Parent, child, sibling, first cousin, uncle, aunt, nephew, or niece;
2. By marriage: Current or former spouse, brother- or sister-in-law, father- or mother-in-law, son- or daughter-in-law, step-parent, or step-child; or
3. Other relationship: A current or former relationship, occurring outside the work setting that would make it difficult for the individual with the responsibility to make a decision or recommendation to be objective, or that would create the appearance that such individual could not be objective. Examples include, but are not limited to, personal relationships and significant business relationships.

For purposes of this section, decisions or recommendations related to employment status include decisions related to hiring, salary, working conditions, working responsibilities, evaluation, promotion, and termination.

An individual, however, is not deemed to make or actively participate in making decisions or recommendations if that individual's participation is limited to routine approvals and the individual plays no role involving the exercise of any discretion in the decision-making processes. If any question arises whether an individual's participation is greater than is permitted by this paragraph, the matter shall be immediately referred to the Miami-Dade County Commission on Ethics and Public Trust.

This section applies to both full-time and part-time employees and voting members of the Provider's Board of Directors.

D. No person, including but not limited to any officer, board of directors, manager, or supervisor employed by the Provider, who is in the position of authority, and who exercises any function or responsibilities in connection with this Contract, has at the time this Contract is entered into, or shall have during the term of this Contract, received any of the services, or direct or instruct any employee under their supervision to provide such services as described in the Contract. Notwithstanding the before mentioned provision, any officer, board of directors, manager or supervisor employed by the Provider, who is eligible to receive any of the services described herein may utilize such services if he or she can demonstrate that he or she does not have direct supervisory responsibility over the Provider's employee(s) or service program. Staff members, or their immediate family members (spouse, children, siblings, mother or father) of Homeless Trust funded programs, who are eligible for and wish to receive services from a Homeless Trust funded program must receive the approval of the Executive Director of their employer (i.e. the Provider) prior to applying for and receiving those services. This approval must be in writing and accompany any referral for such services. Any Provider knowingly accepting a referral of an employee of a Homeless Trust funded program, and providing services without the written approval of the Executive Director of the Provider, will be subject to the recoupment/disallowance by the County of any funds paid for services to this individual and/or their immediate family member. When the services are to be provided at the same agency the employee works for, this information must be disclosed in writing to the director of the Homeless Trust, which shall be reviewed for eligibility determination and a sign off must come from the County. This provision does not apply to staff members seeking emergency shelter, medical or legal services. Providers must complete a Client Services Authorization Form

(Attachment P) for staff members seeking services.

ARTICLE 10. CIVIL RIGHTS

The Provider agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations on the basis of race, creed, religion, color, sex, familial status, marital status, sexual orientation, pregnancy, age, ancestry, national origin or handicap; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C. §6101, as amended, which prohibits discrimination in employment because of age; the Rehabilitation Act of 1973, 29 U.S.C. §794, as amended, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act, 42 U.S.C. §12101 et seq., which prohibits discrimination in employment and public accommodations because of disability; the Federal Transit Act, 49 U.S.C. §1612, as amended; and the Fair Housing Act, 42 U.S.C. §3601 et seq. It is expressly understood that the Provider must submit an affidavit attesting that it is not in violation of the Acts. If the Provider or any owner, subsidiary, or other firm affiliated with or related to the Provider is found by the responsible enforcement agency, the Courts or the County to be in violation of these acts, the County will conduct no further business with the Provider.

Any contract entered into based upon a false affidavit shall be voidable by the County. If the Provider violates any of the Acts during the term of any contract the Provider has with the County, such contract shall be voidable by the County, even if the Provider was not in violation at the time it submitted its affidavit.

The Provider agrees that it is in compliance with the Domestic Violence Leave, codified as § 11A-60 et seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees.

Failure to comply with this local law may be grounds for voiding or terminating this Contract or for commencement of debarment proceedings against Provider.

ARTICLE 11. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT;

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI)" and/or "Protected Health Information (PHI)" shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Provider and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the client for review;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and

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8. Making internal practices, books, and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The Provider must give its clients written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information. Provider must post, and distribute upon request to service recipients, a copy of the County's Notice of Privacy Practices.

ARTICLE 12. NOTICE REQUIREMENTS

Notice under this Contract shall be sufficient if made in writing, delivered personally or sent via U.S. mail, electronic mail, facsimile, or certified mail with return receipt requested and postage prepaid, to the parties at the following addresses (or to such other party and at such other address as a party may specify by notice to others) and as further specified within this Contract. If notice is sent via electronic mail or facsimile, confirmation of the correspondence being sent will be maintained in the sender's files.

If to the COUNTY:

Miami-Dade County
Homeless Trust 111 N.W. 1st Street, 27th Floor
Miami, Florida 33128
Attention: Victoria Mallette, Executive Director
Electronic mail: VMallette@miamidade.gov

If to the PROVIDER:

Stephen Alvarez
Executive Director
New Hope CORPS, Inc.
1020 Krome Avenue
Homestead, Florida 33030
Electronic mail: salvarez@newhopecorp.org

Either party may at any time designate a different address and/or contact person by giving written notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 13. AUTONOMY

Both parties agree that this Contract recognizes the autonomy of the contracting parties and implies no affiliation between the contracting parties. It is expressly understood and intended that the Provider is only a recipient of funding support and is not an agent or instrumentality of the County. Furthermore, the Provider's agents and employees are not agents or employees of the County.

ARTICLE 14. SURVIVAL

The parties acknowledge that any of the obligations in this Contract, including but not limited to Provider's obligation to indemnify the County, will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Provider under this Contract, which by nature would

continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 15. BREACH OF CONTRACT: COUNTY REMEDIES

A. **Breach.** A breach by the Provider shall have occurred under this Contract if: (1) the Provider fails to provide the services outlined in the Scope of Services (**Attachment A**) within the effective term of this Contract; (2) the Provider ineffectively or improperly uses the County funds allocated under this Contract; (3) the Provider does not furnish the Certificates of Insurance required by this Contract or as determined by the County's Risk Management Division; (4) if applicable, the Provider does not furnish upon request by the County proof of licensure/certification or proof of background screening required by this Contract; (5) the Provider fails to submit, or submits incorrect or incomplete, proof of expenditures to support disbursement requests or advance funding disbursements or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports; (6) the Provider does not submit or submits incomplete or incorrect required reports; (7) the Provider refuses to allow the County access to records or refuses to allow the County to monitor, evaluate and review the Provider's program; (8) the Provider discriminates under any of the laws outlined in Article 10 of this Contract; (9) the Provider, attempts to meet its obligations under this Contract through fraud, misrepresentation, or material misstatement; (10) the Provider fails to correct deficiencies found during a monitoring, evaluation, or review within the specified time as described and defined in its Performance Improvement Plan (PIP); (11) the Provider fails to issue prompt payments to small business subcontractors or follow dispute resolution procedures regarding a disputed payment; (12) the Provider fails to submit the Certificate of Corporate Status, Board of Directors requirement, or proof of tax status; or (13) the Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements, and stipulations in this Contract; (14) the Provider fails to meet any of the terms and conditions of the Miami-Dade County Affidavits (**Attachment C**) and the State Affidavits (**Attachment D**) **Applicable** **Not Applicable** or (15) the Provider fails to fulfill in a timely and proper manner any or all of its obligations, covenants, agreements and stipulations in this Contract. Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

In the event that the County determines certain Contract goals (as defined in the Scope of Services) are not being met then the County, in its sole discretion may place the Provider on a Performance Improvement Plan (PIP). The following is a delineation of some instances where a PIP may be required:

- a. **HMIS-** Based on Provider's past performance on prior contracts in the area of Homeless Management Information System compliance it is subject to a PIP during this contract term. The Provider is required to submit a Monthly Progress Report and an HMIS-generated Monthly Progress Report for each month of the contract. Compliance will be determined when it is deemed that the two (2) reports are in substantial conformity with each other for a period of two consecutive months. (Substantial conformity as meaning a minimum of 95% accuracy on all elements). At the time of compliance, the Provider shall only be required to submit the HMIS-generated Monthly Progress Report.
 Applicable **Not Applicable**
- b. **Utilization** – Based on Provider's past performance on prior contracts in the area of utilization compliance, this contract is subject to a PIP. During this contract term, the

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Provider must submit all invoices in a timely manner. The Provider shall invoice at a rate of 95% of targeted expenditures for the invoicing period. If the Provider fails to comply, all rights to payments will be forfeited if the County so chooses. Failure to submit accurate invoices for appropriately documented and eligible expenditures at a rate of 95% of targeted expenditures by the end of the third quarter of this contract term may result in the termination of this contract by the County.

Applicable Not Applicable

- c. **Program Performance** – Based on Provider’s past performance on prior contracts in the area of program goals and outcome objectives, this Contract is subject to a PIP. During this Contract term, the Provider must achieve those goals specified in the Contract. Performance against these annual goals shall be evaluated on a quarterly basis, and if by the end of the third quarter of the contract period substantial compliance (meeting the targeted goals) is not achieved, it may result in the termination of this contract with the County.

Applicable Not Applicable

The above is subject to the review and approval of the County

B. **County Remedies.** If the Provider breaches this Contract, the County may pursue any or all of the following remedies:

1. The County may terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date thereof. In the event of termination, the County may: (a) request the return of finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared and secured by the Provider with County funds under this Contract; (b) seek reimbursement of County funds allocated to the Provider under this Contract; (c) terminate or cancel any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such termination, including attorney’s fees;

2. The County may suspend payment in whole or in part under this Contract by providing written notice to the Provider of such suspension and specifying the effective date thereof. If payments are suspended, the County shall specify in writing the actions that must be taken by the Provider as condition precedent to resumption of payments and shall specify a reasonable date for compliance. The County may also suspend any payments in whole or in part under any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such suspension, including attorney’s fees;

3. The County may seek enforcement of this Contract including but not limited to filing an action in a court of appropriate jurisdiction. The Provider shall be responsible for all direct and indirect costs associated with such enforcement, including attorney’s fees;

4. The County may debar the Provider from future County contracting;

5. If, for any reason, the Provider should attempt to meet its obligations under this Contract through fraud, misrepresentation or material misstatement, the County shall, whenever

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practicable terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date. The County may terminate or cancel any other contracts which such individual or entity has with the County. Such individual or entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees. Any individual or entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement may be debarred from county contracting for up to five (5) years;

6. Any other remedy available at law or equity.

C. **Authorization to Terminate Contract.** The Mayor or the Mayor's designee is authorized to terminate this Contract on behalf of the County.

D. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Contract by the County shall not be deemed a waiver of any rights or remedies, nor shall it relieve the Provider from performing any subsequent obligations strictly in accordance with the term of this Contract. No waiver shall be effective unless in writing and signed by the parties. Such waiver shall be limited to provisions of this Contract specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

E. **Damages Sustained.** Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract, and the County may withhold any payments to the Provider until such time as the exact amount of damages due the County is determined. The County may also pursue any remedies available at law or equity to compensate for any damages sustained by the breach. The Provider shall be responsible for all direct and indirect costs associated with such action, including attorney's fees.

ARTICLE 16. TERMINATION

I. For Convenience. The County may terminate this Contract, in whole or part, when both parties agree that the continuation of the activities would not produce beneficial results commensurate with further expenditure of the funds. Both parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated. However, if the County determines in the case of partial termination that the reduced or modified portion of the grant will not accomplish the purposes for which the grant was made it may terminate the grant in its entirety.

II. At Will. This Contract may be terminated by the County upon no less than ten (10) working days' notice when the County determines, in the sole and absolute discretion of the County, that it would be in the best interest of the County. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

III. Due to Lack of Funds. In the event of a funding short-fall, or a reduction in the funding appropriations, or should funds to finance this Contract become unavailable, the County may terminate, in its sole discretion and absolute authority, this Contract upon no less than twenty-four (24) hours written notification to the Provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The County shall be the final authority to determine whether or not funds are available. The County may at its discretion terminate, renegotiate and/or adjust the Contract award, whichever is in the best interest of the County.

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IV. **Due to Substantial Funding Reduction.** In the event of a substantial funding reduction of the allocation to the Provider through Board of County Commissioners' (BCC) action, the Provider may, at its discretion, request in writing from the Director of the Department a release from its contractual obligations to the County. The Director of the Department will review the effect of the request on the community and the County prior to making a final determination.

VI. **Bankruptcy.** If, during the term of any contract the Provider has with the County, the Provider becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding or if a trustee or receiver is appointed over all or a substantial portion of the property of the Provider under federal bankruptcy law or any state insolvency law.

The Provider understands and acknowledges that if the County determines in its sole discretion that termination of the Contract is necessary for the health, safety, or welfare of the County or its residents then it may do so upon twenty-four (24) hours notice to the Provider. This Contract is subject to the ratification and approval by the Miami-Dade County Board of County Commissioners and shall be void unless approved by the Board of County Commissioners.

ARTICLE 17. **PAYMENT PROCEDURES**

The County agrees to pay the Provider, on a reimbursement basis, for services rendered under this Contract based on the payment schedule, timely provision by the Provider of required reports and of supporting documentation of expenses and activities as described in this Contract, and the line item budget (**Attachment B**). Payment shall be made in accordance with procedures outlined below and if applicable, the Sherman S. Winn Prompt Payment Ordinance (Ordinance 94-40).

1. **How payment will be made.** Payment requests shall be made to the County on a monthly basis and shall be signed by the Executive Director and the Financial Officer of the Provider, unless otherwise approved in writing, on the form incorporated herein as **Attachment E "City of Miami Beach/Primary Care Invoice for Services"**. The payment request for the previous month is due by the 10th of the month following the month for which payment is invoiced.
2. Any reimbursement may be withheld pending the receipt and approval by the County of all reports and documents required herein.
3. The parties agree that this is a **reimbursement Agreement** and the Provider will receive reimbursement for services rendered based on actual expenses with supported documentation.
4. Maximum monthly reimbursements are limited to actual amounts incurred each month, unless the Provider has obtained prior, written consent from the County to modify the Budget.
5. As applicable, during the period of N/A through N/A, the Provider will submit a record of those individuals served utilizing Social Security Administration repayments as specified in the Scope of Services. The Provider will utilize these funds to serve those clients as specified and authorized in the Scope of Services

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6. N/A Providers with cumulative utilization rates **greater** than ninety percent (90%) during the first nine (9) months of this Contract may exceed this maximum number of billable bed days during the last quarter of the Contract term, up to the total Contract award amount, with the prior approval of the Executive Director of the Homeless Trust.
7. N/A Providers with cumulative utilization rates **lower** than ninety percent (90%) may be subject to a reduction in funding and beds, if deemed necessary by the Miami-Dade County Homeless Trust. Beds and funding may be reprogrammed as necessary and needed within the Continuum of Care. The Miami-Dade County Homeless Trust will conduct a review of the utilization of beds within the first six (6) months of the contract period.
8. Within thirty (30) days of the termination or expiration of this Contract, a final report of expenditures shall be submitted to the County. If after the receipt of such final report, the County determined that the Provider has been paid funds not in compliance with the Contract, and to which it is not entitled, the Provider will be required to return such funds to the County or submit documentation demonstrating that the expenditure was in compliance with this Contract. The County shall have the sole and absolute discretion to determine if the Provider is entitled to such funds and the County's decision in this matter shall be final and binding.

B. **Monies Owed to the County:** The County reserves the right, in its sole discretion, to reduce payments to the Provider in order to recapture any monies owed to the County. In accordance with County Administrative Order No. 3-29, the Provider that is in arrears to the County is prohibited from obtaining new County contracts or extensions of contracts until such time as the arrearage has been paid in full or the County has agreed in writing to an approved payment plan.

This is a cost-based Contract in which the Provider shall be paid through reimbursement payment based on the budget approved under this Contract and when documentation of completed and satisfactory service delivery is provided. Thus, it is imperative that the Provider maintain appropriate supporting documentation for all expenditures from the beginning of the Contract term (i.e., receipts, bank statements, cancelled checks, employee timesheet, etc.).

The Provider shall submit to the Contract Manager, the Monthly Reimbursement form provided by the County on a monthly basis. Monthly reimbursement requests (both retroactive and current) and accompanying supporting documentation must be received by the County no later than the 15th of the month following the month for which reimbursement is requested.

C. **No Payment of Subcontractors.** In no event shall County funds be advanced or paid by the County directly to any subcontractor hereunder. Payment to approved subcontractors shall be made by the Provider following requirements and limitations as detailed in Article 21 of this Contract.

D. **Processing the Request for Payment.** After the County staff reviews the payment request, the County will submit a payment request to the County's Finance Department. The County's Finance Department will issue payment via Automated Clearing House (ACH) or mail the check directly to the Provider at the address listed in Article 12 of this Contract, unless otherwise directed by the Provider in writing. The parties agree that the processing of a payment request from date of submission by the Provider shall take a maximum of thirty (30) days from receipt of a complete and accurate payment request, pursuant to the County's Sherman S. Winn Prompt Payment Ordinance (Ordinance 94-40), Section 2-8.1.4 of the Code of Miami-Dade County, Administrative Order No. 3-19, and the

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Florida Prompt Payment Act, if supporting documentation/invoices are properly documented as determined by the County in its sole discretion. It is the responsibility of the Provider to maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County.

E. **Reporting Requirements.** Failure to submit to the County the reports listed below in a manner deemed correct and acceptable by the County by the 15th day after the end of the month in which the service was delivered, or failure to submit to the County supporting documentation of Contract expenditures or activities within fourteen (14) days of any County request, shall be considered a breach of this Contract and may result in withholding payment, non-payment, or termination of this Contract.

	Applicable as indicated
1. Monthly Payment Requests/Invoice For Services (Attachment E)	<input checked="" type="checkbox"/>
2. Monthly Payment Request (Attachment F)	<input checked="" type="checkbox"/>
3. Monthly Performance Reports (Attachment G)	<input checked="" type="checkbox"/>
4. Outcome Performance Measurements Monthly Report (Attachment H)	<input type="checkbox"/>
5. Client Contribution Report (Attachment I)	<input type="checkbox"/>
6. Client Attendance Roster (Attachment J)	<input type="checkbox"/>
7. Quarterly Vacancy / Permanent Housing Placement Report(Attachment K)	<input type="checkbox"/>

Performance Reports. The Provider agrees to participate in the Homeless Management Information System (HMIS) selected and established by the County. Participation will include, but is not limited to, input of client data upon intake, daily updates of bed availability information, as well as updates of client files upon client contact, and maintaining current data for statistical purposes. The Provider understands that they are responsible for any ongoing cost to access the HMIS system. The Provider shall furnish the County with Monthly, Quarterly, and Annual Performance Reports in accordance with the activities and goals detailed in the Scope of Services. The reports shall explain the Provider's progress for the quarter. The data should be quantified when appropriate. The final progress report shall be due no later than thirty (30) days after the expiration or termination of this Contract. Continuation of this Contract and funding is contingent upon meeting established performance goals. Progress reports, produced through the Homeless Management Information System (HMIS) invoices for services and client attendance rosters signed by the Executive Director of the agency shall be submitted by the Provider, as required.

F. **Final Report/Recapture of Funds.** Upon the expiration or termination of this Contract, the Provider shall submit the final Annual Performance Report and Annual Actual Expenditure Report (**Attachment L**) to the County no later than thirty (30) days after the expiration or termination of this Contract. If after receipt of such final reports, the County determines that the Provider has been paid funds not in accordance with the Contract, and to which it is not entitled, the Provider shall return such funds to the County, or the County may reduce, by the amount of such funds, from any subsequent payment to which the Provider is entitled, or the Provider may submit appropriate documentation within seven (7) days of notice from the County. The County shall have the sole discretion in determining if the Provider is entitled to such funds and the County's decision on this matter shall be final and binding. Additionally, any unexpended or unallocated funds shall be recaptured by the County.

Additionally, the Provider agrees to assign any proceeds to the County from any contract, including this Contract, between the County, its agencies or instrumentalities and the Provider or any firm, corporation, partnership or joint venture in which the Provider has a controlling financial interest in order to secure repayment of any reimbursements for services provided under this or any other contract for which the County discovers was not reimbursable through its inspection, review and/or audit pursuant to this Contract.

ARTICLE 18. PROHIBITED USE OF FUNDS

A. **Adverse Actions or Proceeding.** The Provider shall not utilize County funds to retain legal counsel for any action or proceeding against the County or any of its agents, instrumentalities, employees, or officials. The Provider shall not utilize County funds to provide legal representation, advice, or counsel to any client in any action or proceeding against the County or any of its agents, instrumentalities, employees, or officials.

B. **Religious Purposes.** County funds shall not be used for religious purposes.

C. **Commingling Funds.** The Provider shall not commingle funds provided under this Contract with funds received from any other funding sources. The Provider shall establish a separate account exclusively for receipt of the funds received pursuant to this Contract.

D. **Double Payments.** Provider costs claimed under this Contract may not also be claimed under another contract or grant from the County or any other agency. Any claim for double payment by Provider shall be considered a material breach of this Contract.

ARTICLE 19. REQUIRED DOCUMENTS, RECORDS, REPORTS, AUDITS, MONITORING AND REVIEW

A. **Certificate of Corporate Status.** The Provider must submit to the Contract Manager, within thirty (30) days from the date of execution of this Contract, a certificate of corporate status in the name of the Provider, which certifies the following: that the Provider is organized under the laws of the State of Florida; that all fees and penalties have been paid; that the Providers most recent annual report has been filed; that its status is active; and that the Provider has not filed Articles of Dissolution.

B. **Board of Director Requirements.** The Provider shall ensure that the Provider's Board of Directors is apprised of the programmatic, fiscal, and administrative obligations under this Contract funded through County Funds by passage of a formal resolution authorizing execution of this Contract with the County. A copy of this corporate resolution must be submitted to the County prior to contract execution. A current list of the Provider's Board of Directors and officers must be included with the submission. The Provider acknowledges and understands that all contract documents shall be signed by either the Provider's President or Vice President. The Provider's resolution shall at a minimum: list the name(s) of the Board's President, Vice President and, only in the event that the President or Vice President is not available to execute the contract documents, any other persons authorized to execute this Contract on behalf of the Provider; affirmatively state that a quorum was present at the time of

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adoption of the resolution; and reference the service categories and dollar amounts in the award, as may be amended.

C. **Proof of Tax Status.** The Provider is required to submit to the County the following documentation: (a) W-9 Form (**Attachment M**); (b) The I.R.S. tax exempt status determination letter; (c) the most recent I.R.S. form 990; (d) the annual submission of I.R.S. form 990 within (6) months after the Provider's fiscal year end; (e) IRS form 941 - Quarterly Federal Tax Return Reports within thirty-five (35) days after the quarter ends and if the form 941 reflects a tax liability, proof of payment must be submitted within forty-five (45) days after the quarter ends.

D. **Conflicts of Interest.** Section 2-11.1(d) of Miami-Dade County Code as amended, requires any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County competing or applying for any such contract as it pertains to this solicitation, to first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Further, any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Contract voidable.

E. **Accounting Records.** The Provider shall keep accounting records which conform to generally accepted accounting principles. All such records will be retained by the Provider for no less than three (3) years beyond the term of this Contract, and shall be made available for review upon request from County authorized personnel.

F. **Financial Audit.** If the Provider has or is required to have an annual certified public accountant's opinion and related financial statements, the Provider agrees to provide these documents to the County no later than one hundred eighty (180) days following the end of the Provider's fiscal year, for each year during which this Contract remains in force or until all funds received pursuant to this Contract have been so audited, whichever is later.

G. **Access to Records: Audit.** The County reserves the right to require the Provider to submit to an audit by an auditor of the County's choosing or approval. The Provider shall provide access to all of its records which relate to this Contract at its place of business during regular business hours. The Provider agrees to provide such assistance as may be necessary to facilitate their review or audit by the County to ensure compliance with applicable accounting and financial standards.

H. **Quarterly Reviews of Expenditures and Records.** The County Commission Auditor may perform quarterly reviews of Provider's expenditures and records. Subsequent payments to the Provider shall be subject to a satisfactory review of Provider's records and expenditures by the County Commission Auditor, including but not limited to, review of supporting documentation for expenditures and the existence of sufficient documentation to support eligible expenditures. The Provider agrees to reimburse the County for ineligible expenditures as determined by the County Commission Auditor.

I. **Quality Assurance / Recordkeeping.** The Provider shall maintain, and shall require that the Provider's subcontractors and suppliers maintain, complete and accurate program and fiscal records

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to substantiate compliance with the requirements set forth in the **Attachment A**, Scope of Services, of this Contract. The Provider and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Contract for a period of three (3) years or _____ years (for State contracts) from the expiration date of this Contract.

The Provider agrees to participate in evaluation studies, quality management activities, Corrective Action Plan activities, and analyses carried out by or on behalf of the County to evaluate the effectiveness of client service(s) or the appropriateness and quality of care/service delivery. Accordingly, the Provider shall allow authorized County staff involved in such efforts to examine and review the Provider's premises and records.

J. **Confidentiality Requirements.** The Provider shall establish and implement policies and procedures which ensure compliance with the following security standards and any and all applicable State and Federal statutes and regulations for the protection of confidential client records and electronic exchange of confidential information. The policies and procedures must ensure that:

- (1) There is a controlled and secure area for storing and maintaining active confidential information and files, including but not limited to medical records;
- (2) Confidential records are not removed from the Provider's premises, unless otherwise authorized by law or upon written consent from the County;
- (3) Access to confidential information is restricted to authorized personnel of the Provider, the County, the United States Department of Health and Human Services, the United States Comptroller General, and/or the United States Office of the Inspector General;
- (4) Records are not left unattended in areas accessible to unauthorized individuals;
- (5) Access to electronic data is controlled;
- (6) Written authorization, signed by the client, is obtained for release of copies of client records and/or information. Original documents must remain on file at the originating Provider site;
- (7) An orientation is provided to new staff persons, employees, and volunteers. All employees and volunteers must sign a confidentiality pledge, acknowledging their awareness and understanding of confidentiality laws, regulations, and policies;
- (8) Procedures are developed and implemented that address client chart and medical record identification, filing methods, storage, retrieval, organization and maintenance, access and security, confidentiality, retention, release of information, copying, and faxing.

K. **Monitoring: Management Evaluation and Performance Review.** The Provider agrees to permit County authorized personnel to monitor, review and evaluate the program/work which is the subject of this Contract. The County shall monitor fiscal, administrative, and programmatic compliance with all the terms and conditions of the Contract. The Provider shall permit the County to conduct site

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visits, client assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function. A report of the County's findings will be delivered to the Provider and the Provider will rectify all deficiencies cited within the period of time specified in the report. If such deficiencies are not corrected within the specified time the County may suspend payments or terminate this Contract. The County may conduct one or more formal management evaluation and performance reviews of the Provider. Continuation of this Contract and funding are dependent upon the County being satisfied with the results of the evaluations.

L. Client Records. The Provider shall maintain a separate individual client chart for each client/family served, where appropriate. This client chart shall include all pertinent information regarding case activity. At a minimum, the client chart shall contain referral and intake information, treatment plans, and case notes documenting the dates services were provided and the type of service provided. These client charts shall be subject to the audit and inspection requirements under Article 19, Sections F, G and H of this Contract.

M. Disaster Plan/Continuity of Operations Plan (COOP). The Provider shall develop and maintain an Agency Disaster Plan/COOP. At a minimum, the Plan will describe how the Provider establishes and maintains an effective response to emergencies and disasters, and must comply with any Florida Statutes related to Emergency Management that are applicable to the Provider. The Disaster Plan/COOP must be submitted to the County no later than April 1st of the contract term and is also subject to review and approval of the County in its sole discretion. The Provider will review the Plan annually, revise it as needed, and maintain a written copy on file at the Provider's site.

N. Continuum of Care (CoC) Coordinated Intake and Assessment Process

The Provider shall participate in the Continuum of Care's (CoC) Coordinated Intake and Assessment process, to include, but not limited to: participation in the CoC's defined process to make and receive referrals for housing and/or services (including the use of the Homeless Management Information System (HMIS) for such, if required in the Standards of Care); use of any forms required (e.g. Release of Information, Homeless Verification Form, Chronic Homeless Verification Form, etc.); compliance with established Standards of Care (and any revisions thereof) relating to eligibility criteria and timely processing of referrals; and cooperation with established prioritizations for placement.

O. Public Records

Pursuant to Section 119.0701 of the Florida Statutes, if the Provider meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Provider shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

(d) Meet all requirements for retaining public records and transfer to the County, at no County cost, all public records created, received, maintained and or directly related to the performance of this Agreement that are in possession of the Provider upon termination of this Agreement. Upon termination of this Agreement, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

For purposes of this Article, the term “public records” shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County.

Provider’s failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement.

In the event the Provider does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, the County may, at the County’s sole discretion, avail itself of the remedies set forth under this Agreement and available at law.

**If the Provider has questions regarding the application of Chapter 119, Florida Statutes, to the Provider’s duty to provide public records relating to this Agreement, contact Miami-Dade County’s Custodian of Public Records at:
Miami-Dade County
Homeless Trust
111 NW 1st Street, 27th Floor, Suite 310
Miami, Florida 33128
Attention: Victoria L. Mallette, Executive Director
Email: vmallette@miamidade.gov**

ARTICLE 20. Office of Miami-Dade County Inspector General

Miami-Dade County has established the Office of the Office of Inspector General which is empowered to perform random audits on all County contracts throughout the duration of each contract. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in compliance with plans, specifications and applicable law.

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The Inspector general is empowered to analyze the necessity of and reasonableness of proposed charge orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the Provider, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days prior written notice to the Provider from the Inspector General or IPSIG retained by the Inspector General, the Provider shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Provider's possession, custody or control which, in the Inspector General or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the Provider, its officers, agents, employees, subcontractors and suppliers. The Provider shall incorporate the provisions in this section in all subcontractors and all other agreements executed by the Provider in connection with the performance of the contract.

Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Provider or third parties.

ARTICLE 21. SUBCONTRACTORS and ASSIGNMENTS

A. **Subcontracts.** The parties agree that no assignment or subcontract will be made or let in connection with this Contract without the prior written approval of the County in its sole discretion, which shall not be unreasonably withheld, and that all subcontractors or assignees shall be governed by all of the terms and conditions of this Contract.

- 1) If the Provider will cause any part of this Contract to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Provider; and the Provider will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Provider. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Provider.
- 2) The Provider, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to perform, the place of business of

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such Subcontractor, and such other information as the County may require. The County will have the right to require the Provider not to award any subcontract to a person, firm, or corporation disapproved by the County in its sole discretion.

- 3) Before entering into any subcontract hereunder, the Provider will inform the Subcontractor fully and completely of all provisions and requirements of this Contract relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- 4) In order to qualify as a Subcontractor satisfactory to the County in its sole discretion, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County in its sole discretion that it has satisfactorily performed services of the same general type which is required to be performed under this Contract.
- 5) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Contract. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Provider shall furnish to the County copies of all subcontracts between Provider and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations; and the option to pay the Subcontractor directly for the performance by such subcontractor. The foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

B. Prompt Payments to Subcontractors. The Provider shall issue prompt payments to subcontractors that are small businesses (annual gross sales of \$750,000 or less with its principal place of business in Miami-Dade County) and shall have a dispute resolution procedure in place to address disputed payments. Pursuant to the County's Sherman S. Winn Prompt Payment Ordinance (Ordinance 94-40), Section 2-8.1.4 of the Code of Miami-Dade County, Administrative Order No. 3-19, and the Florida Prompt Payment Act, payments must be made within thirty (30) days of receipt of a proper invoice. Failure to issue prompt payments to small business subcontractors or adhere to dispute resolution procedures may be grounds for suspension or termination of this Contract or debarment.

ARTICLE 22. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Provider agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County's orders, statutes, ordinances, rules and regulations that may pertain to the Services required under this Contract, including but not limited to:

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- a) Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Contract.
- b) Miami-Dade County Code, Chapter 11A, including but not limited to Articles III and IV. All Providers and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment and services without regard to race, creed, religion, color, sex, familial status, marital status, sexual orientation, pregnancy, age, ancestry, national origin, gender identity, gender expression, source of income or handicap. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Provider agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Equal Opportunity Board or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- c) Conflict of Interest and Code of Ethics Ordinance, Section 2-11.1 et seq. of the Code of Miami-Dade County, as amended.
- d) Miami-Dade County Code Section 10-38, Debarment of contractors from County work.
- e) Miami-Dade County Ordinance 99-5, codified at 11A-60 et seq. Code of Miami-Dade County pertaining to complying with the County's Domestic Leave Ordinance.
- f) Miami-Dade County Ordinance 99-152 codified at Section 21-255 et seq. prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- g) Miami-Dade County Resolution 478-12. The Provider will not use products or foods containing "pink slime," as defined in Resolution 478-12 of the Board of Miami-Dade County Commissioners, in food that is provided or served pursuant to this agreement."

Notwithstanding any other provision of this Contract, Provider shall not be required pursuant to this Contract to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Provider, constitute a violation of any law or regulation to which Provider is subject, including but not limited to laws and regulations requiring that Provider conduct its operations in a safe and sound manner.

ARTICLE 23. MISCELLANEOUS

A. **Publicity.** It is understood and agreed between the parties hereto that this Provider is funded by Miami-Dade County. Further, by the acceptance of these funds, the Provider agrees that events funded by this Contract shall recognize and adequately reference the County as a funding source. The Provider shall ensure that all publicity, public relations, advertisements and signs recognizes and references the County (by inserting the Miami-Dade County Homeless Trust Logo on all materials) for the support of all contracted activities. This is to include, but is not limited to, all posted

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signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationery. The use of the official Miami-Dade County Homeless Trust logo is permissible for the publicity purposes stated herein. Provider shall submit sample or mock up of such publicity or materials to the County for review and approval. The Provider shall ensure that all media representatives, when inquiring about the activities funded by this Contract, are informed that the County is its funding source.

B. **Governing Law and Venue.** This Contract is made in the State of Florida and shall be governed according to the laws of the State of Florida. Venue for this Contract shall be Miami-Dade County, Florida.

C. **Modifications.** Any alterations, variations, modifications, extensions, or waivers of provisions of this Contract including, but not limited to, amount payable and effective term shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Contract.

The County and Provider mutually agree that modification of the Scope of Services, schedule of payments, billing and cash payment procedures, set forth herein and other such revisions may be made as a written amendment to this Contract executed by both parties.

The Mayor or the Mayor's designee is authorized to make modifications to this Contract as described herein on behalf of the County.

The Office of the Inspector General shall have the power to analyze the need for, and the reasonableness of proposed modifications to this Contract.

D. **Counterparts.** This Contract is executed in three (3) counterparts, and each counterpart shall constitute an original of this Contract.

E. **Headings, Use of Singular and Gender.** Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Contract. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine, or neuter as the context requires.

F. **Review of this Contract.** Each party hereto represents and warrants that they have consulted with their own attorney concerning each of the terms contained in this Contract. No inference, assumption, or presumption shall be drawn from the fact that one party or its attorney prepared this Contract. It shall be conclusively presumed that each party participated in the preparation and drafting of this Contract.

G. **The County's Consultant.** The Provider understands that in order to facilitate the implementation of this Contract, the County may from time to time designate in writing a development consultant to work with the Provider. The County's consultant shall be considered the County's designee with respect to all portions of this Contract with the exception of those provisions relating to payment of the Provider for services rendered. The County shall provide written notification to the Provider of the name, address, and employees of the County's consultant.

H. **Contracts with Municipalities or Counties Outside Miami-Dade County to Provide Homeless Housing in Miami-Dade County.** The Provider desiring to transact business or enter into a Contract with the County for the provision of homeless housing and/or services swears, verifies, affirms and agrees that (1) it has not entered into any current contract, arrangement of any kind, or understanding with any municipality outside of Miami-Dade County or any County (collectively "locality") to provide housing and services for homeless persons in Miami-Dade County who are transported to Miami-Dade County by or at the behest of such locality and (2) during the term of this Contract, it will not enter into any such contract, arrangement of any kind, or understanding; provided, however, upon the written request of the Provider prior to entering into such contract, understanding that the County may, in its sole and absolute discretion, find and determine within sixty (60) days of such request that a proposed contract should not be prohibited hereby, as the best interests of the homeless programs undertaken by and on behalf of Miami-Dade County would not be negatively affected by such contract, arrangement, or undertaking.

I. **Incident Reports.** The Provider must report to the Miami-Dade County Homeless Trust information related to any critical incidents occurring during the administration of its programs. The Provider is to utilize the "Incident Report" form attached as **Attachment N**. In addition to reporting this incident to the appropriate authorities, the Provider must within twenty-four (24) hours of any incident, submit in writing a detailed account of the incident. This incident report should be addressed to the County. This incident report should be addressed to Miami-Dade County Homeless Trust, 111 NW First Street, 27th Floor, Suite 310, Miami, Florida 33128; telephone (305) 375-1490 and facsimile (305) 375-2722.

J. **Totality of Contract / Severability of Provisions.** This Contract and Attachments, with its recitals on the first page of the Contract and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties.

1. **No 3rd Party Beneficiaries.** The Parties agree that this contract has no intended or unintended third party beneficiaries.

K. **Property.** This section applies to equipment with an acquisition cost of \$5,000 or more per unit and all real property.

1. Any real property under the Provider's control that was acquired/improved in whole or in part with funds from the Homeless Trust and any equipment purchased for \$5,000 or more shall be disposed of, at the expiration or termination of this contract, in accordance with instruction from the Homeless Trust. Real Property is defined as land, including land improvements, structures, and appurtenances thereto, including movable machinery and equipment. Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
2. All equipment with an acquisition cost of \$5,000 or more per units and all real property purchased in whole or in part with funds from this and previous contracts with the Homeless Trust, or transferred to the Provider t after being purchased in whole or in part with funds from the Homeless Trust shall be listed in the property records of the Provider and shall include a legal description, size, date of

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acquisition, value at time of purchase, owner's name if different from the Provider, information on the transfer or disposition of the property, and map indicating whether property is in parcels, lots or blocks and showing adjacent streets and roads. Notwithstanding documentation required for reimbursement purposes, a copy of the purchase receipt for any asset described above purchased with Homeless Trust funds must also be included in the Provider's monthly reimbursement package submitted to the Homeless Trust in the month in which the item was purchased along with the "Provider Asset Inventory" (**Attachment O**).

3. All equipment with an acquisition cost of \$5,000 or more per unit and all real property shall be inventoried annually by the Provider and an inventory report shall be submitted to the Homeless Trust. This report shall include the elements listed in the paragraph listed above.

Attachment A:	Scope of Services
Attachment B:	Budget
Attachment C:	Miami Dade County Affidavits
Attachment D:	State Affidavits (N/A)
Attachment E:	Primary Care Invoice for Services
Attachment F:	Monthly Payment Requests Reports
Attachment G:	Monthly Performance Reports
Attachment H:	Outcome Performance Measurements Monthly Report (N/A)
Attachment I:	Client Contribution Report (N/A)
Attachment J:	Client Attendance Roster (N/A)
Attachment K:	Vacancy/Permanent Housing Placement Report (Quarterly) (N/A)
Attachment L:	Annual Performance Report & Annual Actual Expenditure Report
Attachment M:	W-9 Form
Attachment N:	Incident Report
Attachment O:	Provider Asset Inventory Report
Attachment P:	Client Services Certification Form

No other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind any of the parties hereto. If any provision of this Contract is held invalid or void, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law and ordinance.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

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IN WITNESS WHEREOF, the parties have executed this Contract, along with all of its Attachments, effective as of the contract date herein above set forth.

NEW HOPE CORPS, INC.

Signed By: _____
Name: _____
Title: _____
Date: _____

Attest: _____
Authorized Person OR
Notary Public

Print Name: _____
Title: _____

Corporate Seal OR Notary Seal/Stamp:

MIAMI-DADE COUNTY

Signed
By: _____
Name: _____
Title: _____
Date: _____

Attest: HARVEY RUVIN, Clerk
Board of County Commissioners

By: _____
Print Name: _____

Approved as to form and legal sufficiency. See memorandum dated _____.